

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brand Services, LLC		10/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Boulevard, 6th Floor		
Internal Address:	Attn: Banking Products Services Agency		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: CONNECTICUT		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2077847	ALUMA SURE LOCK	
Registration Number:	3340535	ALUMA SYSTEMS	
Registration Number:	3061631	ALUMA-DEK	
Registration Number:	1356223	ALUMACS	
Registration Number:	1815144	BRAND	
Registration Number:	4033844	BRAND	
Registration Number:	2707666	BRANDBLOC	
Registration Number:	2800144	BRANDEZ	
Registration Number:	2668926	BRANDNET	
Registration Number:	2663042	BRANDPLAN	
Registration Number:	3142524	HI-FLYER	
Registration Number:	3087888	PROFIELD	

OP \$315.00 2077847

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F141864

NAME OF SUBMITTER:

Katherine Stewart

Signature:

/Katherine Stewart/

Date:

10/24/2012

Total Attachments: 7

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Schedule A
to Second Lien Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS

Registered Trademark	Owner	Registration Number	Date of Registration
ALUMA SURE LOCK ·Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. ·Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07.	Brand Services, LLC	2077847	7/8/97
ALUMA SYSTEMS and Design ·Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. ·Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07. ·Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co., LLC, recorded at 4738/0445 on 3/16/12. ·Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co., LLC, recorded at 4738/0460 on 3/16/12.	Brand Services, LLC	3340535	11/20/07
ALUMA-DEK ·Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. ·Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07.	Brand Services, LLC	3061631	2/28/06

Registered Trademark	Owner	Registration Number	Date of Registration
ALUMACS -Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. -Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07.	Brand Services, LLC	1356223	8/27/85
BRAND -Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. -Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07.	Brand Services, LLC	1815144	1/4/94
BRAND -Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co., LLC, recorded at 4738/0445 on 3/16/12. -Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co., LLC, recorded at 4738/0460 on 3/16/12.	Brand Services, LLC	4033844	10/4/11
BRANDBLOC -Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. -Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07.	Brand Services, LLC	2707666	4/15/03
BRANDEZ -Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. -Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07.	Brand Services, LLC	2800144	12/30/03

Registered Trademark	Owner	Registration Number	Date of Registration
BRANDNET -Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. -Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07.	Brand Services, LLC	2668926	12/31/02
BRANDPLAN -Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. -Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07.	Brand Services, LLC	2663042	12/17/02
HI-FLYER -Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. -Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07.	Brand Services, LLC	3142524	9/12/06
PROFIELD -Included in Unreleased First Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3486/0315 on 2/22/07. -Included in Unreleased Second Lien Security Interest granted by Brand Services, LLC to Morgan Stanley & Co. Incorporated, recorded at 3493/0737 on 3/6/07.	Brand Services, LLC	3087888	5/2/06

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **"Second Lien Trademark Security Agreement"**) dated as of October 23, 2012, is made by Brand Services, LLC, a Delaware limited liability company (the **"Grantor"**), in favor of UBS AG, Stamford Branch, as collateral agent (the **"Collateral Agent"**) for the Lenders (as defined in the Second Lien Term Loan Agreement referred to below).

WHEREAS, the Amended and Restated Second Lien Term Loan Agreement was entered into as of October 23, 2012 (originally dated as of February 7, 2007 and amended as of November 15, 2007) (as further amended, restated, supplemented, waived or otherwise modified from time to time, the **"Second Lien Term Loan Agreement"**), among FR Brand Holdings Corp., a Delaware corporation (**"Holdings"**), Brand Energy & Infrastructure Services, Inc., a Delaware corporation (the **"Company"**), the lenders party thereto from time to time (the **"Lenders"**), UBS as Administrative Agent and as Collateral Agent for the Lenders and UBS Securities LLC, as lead arranger.

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Second Lien Term Loan Agreement, the Grantor has executed and delivered that certain Amended and Restated Second Lien Guarantee and Collateral Agreement dated October 23, 2012 (originally dated as of February 7, 2007) made by the Holdings, the Company, and each Subsidiary Guarantor to the Collateral Agent (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **"Security Agreement"**). Terms defined in the Second Lien Term Loan Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Second Lien Term Loan Agreement or the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, each Trademark of the Grantor now held or hereafter acquired, and has agreed as a condition thereof to execute this Lenders Second Lien Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. *Grant of Security.* The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the **"Trademark Collateral"**), whether now owned or existing or hereafter acquired or arising:

(i) each U.S. Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application therefor, referred to in Schedule A hereto (*provided* that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. *Security for Obligations.* The grant of continuing security interest in the Trademark Collateral by each Grantor under this Lenders Second Lien Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor, now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. *Recordation.* The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Second Lien Trademark Security Agreement.

Section 4. *Execution in Counterparts.* This Lenders Second Lien Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. *Grants, Rights and Remedies.* This Lenders Second Lien Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Lenders Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto.

Section 6. *GOVERNING LAW.* THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Second Lien Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BRAND SERVICES, LLC


By: 


Name: Chad J. Williams

Title: J.P.

[Signature Page to Second Lien Trademark Security Agreement]

**UBS AG, STAMFORD BRANCH, as
Collateral Agent**

By: 
Name: _____
Title: _____ Irja R. Otsa
Associate Director
Banking Products
Services, US

By: 
Name: _____
Title: _____ Joselin Fernandes
Associate Director
Banking Products Services, US

[Signature Page to Second Lien Trademark Security Agreement]